



UTAH DEPARTMENT OF CORRECTIONS

AMENDMENT # 3 to CONTRACT # 191732

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by, and between, The State of Utah Department of Corrections, referred to as **UDC**, and **Tooele County Sheriff**, referred to as **CONTRACTOR**.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. The **contract period** is not changed and remains.
 - **from:** June 1, 2019 (original starting date)
 - **to:** June 30, 2024 (Amendment 1 ending date)
2. The total **dollar amount** of this amendment is: **\$7,091,600.00**
3. The **total contract amount** is now increased.
 - from: \$2,420,515.00 (current contract amount – Amendment 2)
 - to: **\$9,512,115.00 (current contract amount + amendment amount)**
4. **Changes to the contract** are as follows:

Page 1, **CONTRACT COSTS**, reads:

COUNTY may be paid a maximum of TWO MILLION, FOUR HUNDRED TWENTY THOUSAND, FIVE HUNDRED FIFTEEN DOLLARS (\$2,420,515.00) for costs authorized by this contract. The COUNTY is not guaranteed the maximum amount over the term of this fee for service contract.

Page 1, **CONTRACT COSTS**, is amended to read:

COUNTY may be paid a maximum of **NINE MILLION, FIVE HUNDRED TWELVE THOUSAND, ONE HUNDRED FIFTEEN DOLLARS (\$9,512,115.00)** for costs authorized by this contract. The COUNTY is not guaranteed the maximum amount over the term of this fee for service contract.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 1, Basic Custodial Management Costs, reads:

COUNTY shall house "state inmates" (as that term is defined by the Utah Code Annotated § 64-13e-102(6)) at COUNTY's jail, or other correctional facility approved by the IPP Director and/or his or her designee, at the "final state daily incarceration rate" (as that term is defined by Utah Code Annotated § 64-13e-102(5)), which is established for each fiscal year by the Utah State Legislature in the annual appropriations act. The day that a state inmate is transferred to COUNTY's jail shall be considered a full day for purposes of calculating payment due to COUNTY under this contract. COUNTY shall not be paid for the day that a state inmate is moved from COUNTY's jail.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 1, Basic Custodial Management Costs, is amended to read:

COUNTY shall house "state inmates" (as that term is defined by the Utah Code Annotated § 64-13e-102(10)) at COUNTY's jail, or other correctional facility approved by the IPP Director and/or his or her designee, at the "actual state daily incarceration rate" (as that term is defined by Utah Code Annotated § 64-13e-102(2)), which is established for each fiscal year by the Utah State Legislature in the annual appropriations act. The day that a state inmate is transferred to COUNTY's jail shall be

considered a full day for purposes of calculating payment due to COUNTY under this contract. COUNTY shall not be paid for the day that a state inmate is moved from COUNTY's jail.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 2, Payment, reads:

COUNTY shall submit a billing statement to UDC by the 10th of each month for services provided under this contract during the previous month. The bill shall be itemized to include the number of days state inmates were housed in COUNTY's jail during the month, and medical/dental costs, haircut costs, and other authorized expenses incurred by COUNTY for state inmates as well as identifying the inmate by name and UDC Offender Number. The bill shall be sent to the IPP Director at 14717 S. Minuteman Drive Draper, Utah 84020. UDC shall pay, or cause to be paid, all bills in accordance with the Utah Prompt Payment Act, Utah Code Ann. 15-6-1 et seq.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 2, Payment, is amended to read:

COUNTY shall submit a billing statement to UDC by the 10th of each month for services provided under this contract during the previous month. The bill shall be itemized to include the number of days state inmates were housed in COUNTY's jail during the month, and medical/dental costs, and other authorized expenses incurred by COUNTY for state inmates as well as identifying the inmate by name and UDC Offender Number. The bill shall be sent to the IPP Director at 14717 S. Minuteman Drive Draper, Utah 84020. UDC shall pay, or cause to be paid, all bills in accordance with the Utah Prompt Payment Act, Utah Code Ann. 15-6-1 et seq. (*haircuts costs removed*)

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 3, Number of State Inmates, reads:

An annual average of 100 state inmates may be housed in COUNTY's jail at any given time, subject to COUNTY's need to use such space for county inmates. UDC may, at its discretion, unilaterally decrease the number of state inmates being housed in COUNTY's jail at a given time. Annually between June 1st and June 15th available beds for contract housing of state inmates at COUNTY'S jail shall be reported to the IPP Deputy Warden.

COUNTY shall provide written notification to the IPP Director for temporary reduction in beds available. COUNTY shall also provide written notification to the IPP Director when COUNTY is ready to remove the temporary reduction in beds.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 3, Number of State Inmates, is amended to read:

An annual average of 100 state inmates may be housed in COUNTY's jail at any given time, subject to COUNTY's need to use such space for county inmates. UDC may, at its discretion, unilaterally decrease the number of state inmates being housed in COUNTY's jail at a given time. Annually between May 1st and June 1st available beds for contract housing of state inmates at COUNTY'S jail shall be reported to the IPP Deputy Warden.

COUNTY shall provide written notification to the IPP Director for temporary reduction in beds available. COUNTY shall also provide written notification to the IPP Director when COUNTY is ready to remove the temporary reduction in beds.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 4, UDC Point of Contact, reads:

The IPP Director shall be COUNTY's point of contact with UDC. All routine correspondence shall be sent to the IPP Director at 14717 S. Minuteman Drive Draper, Utah 84020.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 4, UDC Point of Contact, is amended to read:

The IPP Director/Designee shall be COUNTY's primary point of contact with UDC. (*Second sentence removed.*)

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 19, Medical Assistance, reads:

COUNTY shall provide state inmates housed in COUNTY's jail with adequate medical care, including optical and dental services, in compliance with the Utah Correctional Standards and applicable State and Federal law; all resulting expenses shall be recorded using Current Procedural Technology (CPT) and paid by COUNTY to assure the billing is paid under the requirements set by the Legislature. UDC will reimburse COUNTY for UDC approved medical care expenses paid for state inmates, unless the need for such medical care was caused by conditions at COUNTY'S jail. If payment of any billing becomes a hardship for COUNTY, COUNTY may make a written request to the UDC Medical Director for payment to be made directly to the provider.

To be reimbursed for such medical care expenses paid for state inmates, COUNTY shall bill UDC in accordance with Paragraph 2 of this Attachment C. Bills submitted by COUNTY for reimbursement of medical expenses paid for state inmates shall include the billing statement received by COUNTY from the medical care provider and verification of payment of this expense by COUNTY. Requests for reimbursement for medical services rendered to state inmates on or before June 30th of current given fiscal year should be billed to UDC on or before July 15th of the following fiscal year. If COUNTY is unable to provide the proper documentation for a request for reimbursement by July 15th the COUNTY shall provide a reliable estimate.

COUNTY must obtain approval for all medical/mental health/dental procedures performed on state inmates housed at COUNTY's jail in advance from the UDC Medical Director or his or her designee, who can be reached by calling (801) 576-7292. Notwithstanding the foregoing, emergency treatment shall be provided by COUNTY without the need to obtain prior consent from UDC. COUNTY shall notify Control One at the Utah State Prison of any state inmate emergency medical incidents as soon as reasonably possible.

In the event a state inmate is transported for treatment on an emergency basis and/or claiming or exhibiting suicidal tendencies COUNTY shall notify UDC Medical by calling (801) 576-7292 in accordance with the Utah Correctional Standards.

COUNTY may collect medical co-pays for state inmates seeing COUNTY medical staff as per their policies and procedures, so long as said policy and procedures are consistent with UCA 64-13-30. The billing and collection of state medical co-pay services provided to state inmates housed at COUNTY's facilities will be maintained and managed by UDC. The COUNTY will not be required to track or collect on state medical co-pay services.

Notwithstanding Paragraph 17, COUNTY shall provide any required transportation and security for state inmates being treated at local medical facilities. COUNTY is required to have two certified officers complete the transport and provide security. COUNTY shall be reimbursed for the costs of this required transportation upon submission of those costs on the next monthly billing statement submitted to the IPP Director in accordance with Paragraph 2 of this Attachment C, and will be reimbursed for such transportation at the then-prevailing rate for state employees using their privately owned vehicles on state business. COUNTY may request to be reimbursed for providing security for state inmates being treated at local medical facilities.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 19, Medical Assistance, is amended to read:

COUNTY shall provide state inmates housed in COUNTY's jail with adequate medical care, including optical and dental services, in compliance with the Utah Correctional Standards and applicable State and Federal law; all resulting expenses shall be recorded using Current Procedural Technology (CPT) and paid by COUNTY to assure the billing is paid under the requirements set by the Legislature. UDC will reimburse COUNTY for UDC approved medical care expenses paid for state inmates, unless the need for such medical care was caused by conditions at COUNTY'S jail. If payment of any billing

becomes a hardship for COUNTY, COUNTY may make a written request to the UDC Medical Director for payment to be made directly to the provider.

To be reimbursed for such medical care expenses paid for state inmates, COUNTY shall bill UDC in accordance with Paragraph 2 of this Attachment C. Bills submitted by COUNTY for reimbursement of medical expenses paid for state inmates shall include the billing statement received by COUNTY from the medical care provider and verification of payment of this expense by COUNTY. Requests for reimbursement for medical services rendered to state inmates on or before June 30th of current given fiscal year should be billed to UDC on or before July 15th of the following fiscal year. If COUNTY is unable to provide the proper documentation for a request for reimbursement by July 15th the COUNTY shall provide a reliable estimate.

COUNTY must obtain approval for all medical/mental health/dental procedures performed on state inmates housed at COUNTY's jail in advance from the UDC Medical Director or his or her designee, who can be reached by calling (801) 576-7292. Notwithstanding the foregoing, emergency treatment shall be provided by COUNTY without the need to obtain prior consent from UDC. COUNTY shall notify Control One at the Utah State Prison of any state inmate emergency medical incidents as soon as reasonably possible.

In the event a state inmate is transported for treatment on an emergency basis and/or claiming or exhibiting suicidal tendencies COUNTY shall notify UDC Medical by calling (801) 576-7292 in accordance with the Utah Correctional Standards.

COUNTY may collect medical co-pays for state inmates seeing COUNTY medical staff as per their policies and procedures, so long as said policy and procedures are consistent with Utah Code Annotated § 64-13-30. The billing and collection of state medical co-pay services provided to state inmates housed at COUNTY's facilities will be maintained and managed by UDC. The COUNTY will not be required to track or collect on state medical co-pay services.

Notwithstanding Paragraph 17, COUNTY shall provide any required transportation and security for state inmates being treated at local medical facilities. COUNTY is required to have two certified officers complete the transport and provide security. COUNTY shall be reimbursed for the costs of this required transportation upon submission of those costs on the next monthly billing statement submitted to the IPP Director in accordance with Paragraph 2 of this Attachment C, and will be reimbursed for such transportation at the then-prevailing rate for state employees using their privately-owned vehicles on state business. COUNTY may request to be reimbursed for providing security for state inmates being treated at local medical facilities.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 25, Clothing, reads:

If COUNTY's jail provides inmate clothing to its inmates, COUNTY shall issue inmate clothing to all state inmates upon arrival at COUNTY's jail. If COUNTY's jail does not provide inmate clothing to its inmates, UDC will issue UDC inmate clothing to state inmates housed at COUNTY's jail. COUNTY and UDC issued clothing shall be clearly marked as inmate clothing. State inmates shall not be allowed outerwear unless the outerwear is COUNTY jail or UDC issue and marked clearly as inmate clothing. No civilian clothing shall be worn by state inmates.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 25, Clothing, is amended to read:

If COUNTY's jail provides inmate clothing to its inmates, COUNTY shall issue inmate clothing to all state inmates upon arrival at COUNTY's jail. If COUNTY's jail does not provide inmate clothing to its inmates, UDC will issue UDC inmate clothing to state inmates housed at COUNTY's jail. COUNTY and UDC issued clothing shall be clearly marked as inmate clothing. State inmates shall not be allowed outerwear unless the outerwear is COUNTY jail or UDC issue and marked clearly as inmate clothing. No unauthorized civilian clothing shall be worn by state inmates.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 26, Haircuts, reads:

COUNTY shall provide haircuts for the state inmates housed in COUNTY's jail. In accordance with Paragraph 2 of this Attachment C, COUNTY shall submit with its monthly contract billing statement a listing of the previous month's haircuts identifying the inmate's name, inmate number, date of service, cost of service, and a copy of the log bearing inmate's name and signature. COUNTY shall secure haircut services at the lowest price available in the local market. UDC shall reimburse the COUNTY for the cost of haircuts given to state inmates minus \$2.00 per haircut. COUNTY may collect co-pay from state inmates at a rate of no more than \$2.00 per haircut.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 26, Haircuts, is amended to read:

COUNTY shall provide haircuts for the state inmates housed in COUNTY's jail without UDC reimbursement of costs. COUNTY may collect co-pay from state inmates at a rate of no more than \$2.00 per haircut. *(Sentences 2-4 removed.)*

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 28, Programs/Classes, reads:

COUNTY shall be responsible for costs of programming unless an alternative written agreement has been reached with UDC. Programs, which are offered to county inmates, shall also be made available to state inmates housed at the COUNTY's jail. COUNTY shall have written policy and procedure to ensure that programming requirements are met and to ensure equal access for state and county inmates.

Programs shall be considered any UDC approved paid program. All others shall be considered classes. Enrollment and transitions for COUNTY's programs shall be sent to the main IPP Office for O-TRACK data entry. IPP will complete data entry of all program enrollments and transitions. Prior to and in order for monthly billings to be processed for payment all required program enrollment and transition paperwork shall be received by IPP by the 10th of each month following enrollment.

Classes offered at COUNTY's jail shall be entered into O-TRACK. At the beginning of each class, enrollments shall be entered into O-TRACK by COUNTY for each state inmate enrolled. If at any time a state inmate is completed, dropped or transferred from a class, an exit reason and end date shall be entered into O-TRACK by COUNTY. At the end of the class an exit reason and end date shall be entered for each state inmate who attended.

If COUNTY does not have trained staff for the purpose of data entry into O-TRACK, UDC may train COUNTY staff. Once trained and approved, COUNTY staff will be granted an individual O-TRACK login for the purpose of data entry. If COUNTY determines it does not have sufficient staff resources for data entry, then COUNTY will submit to the facility designated IPP staff member monthly reports showing enrollments, transfers, drops, completions, end dates and exit reasons.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 28 Programs/Classes, is amended to read:

COUNTY shall be responsible for costs of programming unless an alternative written agreement has been reached with UDC. Programs, which are offered to county inmates, shall also be made available to state inmates housed at the COUNTY's jail. COUNTY shall have written policy and procedure to ensure that programming requirements are met and to ensure equal access for state and county inmates.

For the purpose of this contract Programs shall be considered any UDC approved paid program which shall be reimbursed in accordance with Utah Code Annotated § 64-13e-103. All others shall be considered classes. Enrollment and transitions for COUNTY's programs shall be processed as instructed by IPP. Prior to and in order for monthly billings to be processed for payment all required program enrollment and transition paperwork shall be processed as instructed by the 10th of each month. The day the state inmate is enrolled in the program shall be considered a full day for purposes of calculating payment due to COUNTY under this contract. COUNTY shall be paid for the last day of

participation in the program unless the state inmate is moved from COUNTY's jail on their last day of the program.

Classes offered at COUNTY's jail shall be entered into O-TRACK. At the beginning of each class, enrollments shall be entered into O-TRACK by COUNTY for each state inmate enrolled. If at any time a state inmate is completed, dropped or transferred from a class, an exit reason and end date shall be entered into O-TRACK by COUNTY. At the end of the class an exit reason and end date shall be entered for each state inmate who attended.

If COUNTY does not have trained staff for the purpose of data entry into O-TRACK, UDC may train COUNTY staff. Once trained and approved, COUNTY staff will be granted an individual O-TRACK login for the purpose of data entry. If COUNTY determines it does not have sufficient staff resources for data entry, then COUNTY will submit to the facility designated IPP staff member monthly reports showing enrollments, transfers, drops, completions, end dates and exit reasons.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 29, Inmate Workers, reads:

COUNTY shall provide to the IPP Director a security plan, by April 1st annually, for Work Eligibility Class A and/or Class B work crews already approved and in existence. COUNTY shall obtain approval from the IPP Director before working any state inmate. A work eligibility listing, showing approved Class A and/or Class B state inmates, will be made available to the COUNTY through the IPP staff.

For newly created and proposed work crews COUNTY shall submit to the IPP Director a Security Plan for off property state inmate work crews for approval and determination of supervision ratio before work crews with state inmates are taken off property.

COUNTY shall provide and document training on the use of proper protective equipment and provide properly working tools for the state inmate workers.

COUNTY, upon approval, may allow a Class B state inmate to leave the jail building, but not the jail's property to work, under direct supervision, line of sight, of certified staff with a supervision ratio approved by UDC.

COUNTY, upon approval, may allow a Class A state inmate to leave the jail and secure perimeter on a work crew with the direct supervision of certified staff with a supervision ratio approved by UDC.

COUNTY shall enter work assignments for state inmates into O-TRACK. When a state inmate leaves that assignment for any reason, an exit reason, and end date shall be entered into O-TRACK by COUNTY.

UDC may train COUNTY staff on O-TRACK for the purpose of data entry. Once trained and approved, COUNTY staff will be granted an individual O-TRACK login for the purpose of data entry. If COUNTY determines it does not have sufficient staff resources for data entry, COUNTY will submit to the facility designated IPP staff member, by the 10th of each month, monthly reports showing transfers, firings, exit reason and end dates.

ATTACHMENT C, ADDITIONAL CONTRACT-SPECIFIC TERMS, Paragraph 29, Inmate Workers, is amended to read:

COUNTY shall provide to the IPP Director a security plan, by **April 30th** annually, for Work Eligibility Class A and/or Class B work crews already approved and in existence. COUNTY shall obtain approval from the IPP Director before working any state inmate. A work eligibility listing, showing approved Class A and/or Class B state inmates, will be made available to the COUNTY through the IPP staff.

For newly created and proposed work crews COUNTY shall submit to the IPP Director a Security Plan for off property state inmate work crews for approval and determination of supervision ratio before work crews with state inmates are taken off property.

COUNTY shall provide and document training on the use of proper protective equipment and provide properly working tools for the state inmate workers.

COUNTY, upon approval, may allow a Class B state inmate to leave the jail building, but not the jail's property to work, under direct supervision, line of sight, of certified staff with a supervision ratio approved by UDC.

COUNTY, upon approval, may allow a Class A state inmate to leave the jail and secure perimeter on a work crew with the direct supervision of certified staff with a supervision ratio approved by UDC.

COUNTY shall enter work assignments for state inmates into O-TRACK. When a state inmate leaves that assignment for any reason, an exit reason, and end date shall be entered into O-TRACK by COUNTY.

UDC may train COUNTY staff on O-TRACK for the purpose of data entry. Once trained and approved, COUNTY staff will be granted an individual O-TRACK login for the purpose of data entry. If COUNTY determines it does not have sufficient staff resources for data entry, COUNTY will submit to the facility designated IPP staff member, by the 10th of each month, monthly reports showing transfers, firings, exit reason and end dates.

5. **Purpose of Amendment:**

This amendment increases funding due to an increase in daily housing and programming rates.

1. Basic Custodial Management Costs: references corrected.
2. Payment: removes haircuts costs.
3. Number of State Inmates: changes the date range for the annual reporting of County available beds.
4. UDC Point of Contact: adds a designee and clarifies the IPP Director/Designee as the primary point of contact and removes the second sentence.
19. Medical Assistance: removes the acronym UCA and spells out Utah Code Annotated to be consistent throughout the contract.
25. Clothing: adds "unauthorized" as inmates are allowed to purchase workout clothing from commissary.
26. Haircuts: removed UDC payment and billing language as UDC is no longer funded to reimburse County for haircuts.
28. Programs/Classes: updated wording on enrollments and transitions to current practice as HB157 classes are not entered into O-Track in the same manner as SUTP and SOTP. Continue to submit paperwork or enroll in O-Track as currently instructed.
29. Inmate Workers: the due date for the submission of the annual security plan was changed.

6. **Effective Date of Amendment:** July 1, 2021.

7. All conditions and terms in the original contract, not expressly modified in Amendments 1 - 2, or herein, shall remain the same.

UDC CONTRACT AMENDMENT SIGNATURE PAGE

CONTRACT NUMBER: 191732

AMENDMENT NUMBER: 3

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

UTAH DEPARTMENT OF CORRECTIONS

James A. Welch 6/8/21
Contractor's Signature / Date

Brian Nielson, Executive Director / Date
Utah Department of Corrections

James A. Welch / County Manager
Type or print Name / Title

UTAH STATE APPROVING AUTHORITY

Utah Division of Finance / Date

UDC Originating Division: Inmate Placement Program

Purpose of Amendment: This amendment increases funding due to an increase in daily housing and programming rates.

1. Basic Custodial Management Costs: references corrected.
2. Payment: removes haircuts costs.
3. Number of State Inmates: changes the date range for the annual reporting of County available beds.
4. UDC Point of Contact: adds a designee and clarifies the IPP Director/Designee as the primary point of contact and removes the second sentence.
19. Medical Assistance: removes the acronym UCA and spells out Utah Code Annotated to be consistent throughout the contract.
25. Clothing: adds "unauthorized" as inmates are allowed to purchase workout clothing from commissary.
26. Haircuts: removed UDC payment and billing language as UDC is no longer funded to reimburse County for haircuts.
28. Programs/Classes: updated wording on enrollments and transitions to current practice as HB157 classes are not entered into O-Track in the same manner as SUTP and SOTP. Continue to submit paperwork or enroll in O-Track as currently instructed.

29. Inmate Workers: the due date for the submission of the annual security plan was changed.

Contract Description: To provide for the incarceration of offenders specified by, and under the jurisdiction of UDC at the Tooele County Jail.

UDC Point of Contact: Becky McDonald, Contract Analyst II, Financial Services
Telephone (801) 545-5636, Fax (801) 523-7479, beckymcdonald@utah.gov

Daniel M. Chesnut Director, Inmate Placement Program
Telephone (801) 545-5559, Fax (801) 523-7532, dchesnut@utah.gov

(Revision 05/2016)

ATTACHMENT C
ADDITIONAL CONTRACT-SPECIFIC TERMS

Terms shall be subject to contract review annually, at a minimum. Notifications of compliant and non-compliant deficiencies shall be the same as outlined in Attachment D and shall be made in writing following the process and schedule for such notifications to include the Challenge and Corrective Action Plan.

1. Basic Custodial Management Costs: COUNTY shall house "state inmates" (as that term is defined by the Utah Code Annotated § 64-13e-102(10)) at COUNTY's jail, or other correctional facility approved by the IPP Director and/or his or her designee, at the "actual state daily incarceration rate" (as that term is defined by Utah Code Annotated § 64-13e-102(2)), which is established for each fiscal year by the Utah State Legislature in the annual appropriations act. The day that a state inmate is transferred to COUNTY's jail shall be considered a full day for purposes of calculating payment due to COUNTY under this contract. COUNTY shall not be paid for the day that a state inmate is moved from COUNTY's jail.

2. Payment: COUNTY shall submit a billing statement to UDC by the 10th of each month for services provided under this contract during the previous month. The bill shall be itemized to include the number of days state inmates were housed in COUNTY's jail during the month, and medical/dental costs, and other authorized expenses incurred by COUNTY for state inmates as well as identifying the inmate by name and UDC Offender Number. The bill shall be sent to the IPP Director at 14717 S. Minuteman Drive Draper, Utah 84020. UDC shall pay, or cause to be paid, all bills in accordance with the Utah Prompt Payment Act, Utah Code Ann. 15-6-1 et seq.

3. Number of State Inmates: An annual average of 100 state inmates may be housed in COUNTY's jail at any given time, subject to COUNTY's need to use such space for county inmates. UDC may, at its discretion, unilaterally decrease the number of state inmates being housed in COUNTY's jail at a given time. Annually between May 1st and June 1st available beds for contract housing of state inmates at COUNTY'S jail shall be reported to the IPP Deputy Warden.

COUNTY shall provide written notification to the IPP Director for temporary reduction in beds available. COUNTY shall also provide written notification to the IPP Director when COUNTY is ready to remove the temporary reduction in beds.

4. UDC Point of Contact: The IPP Director/Designee shall be COUNTY's primary point of contact with UDC.

5. Emergency Notifications: In the event of an escape of a state inmate from COUNTY's jail, COUNTY shall provide immediate notification upon learning of the escape to Control One at the Utah State Prison. Control One can be reached by calling (801) 576-7001. COUNTY shall also make reasonable efforts to contact the local IPP Captain.

COUNTY shall notify Control One at the Utah State Prison as soon as reasonably possible of any state inmate deaths, emergency medical incidents, or violent incidents involving state inmates. COUNTY shall also notify Control One at the Utah State Prison as soon as reasonably possible of any events involving non-state inmates affecting safety and security of COUNTY's jail. COUNTY shall have full authority over state inmates in COUNTY's jail in the event of exigent circumstances involving civil or natural disasters, including, but not limited to floods, earthquakes,

weather related emergencies, etc. COUNTY shall notify Control One at the Utah State Prison of any such emergency as soon as reasonably possible.

6. UDC Access: UDC representatives shall have access to COUNTY's jail and any state inmates housed therein 24 hours a day, seven (7) days per week, to include both announced and unannounced visits. COUNTY shall allow UDC representatives to review or inspect COUNTY's jail at any time, with or without notice. UDC inspections may occur any time, but it is understood and agreed by each party that UDC does not thereby become responsible for any failure on the part of COUNTY to maintain appropriate standards, it being the intent of this contract that COUNTY retain full responsibility for meeting such standards. Inspections will assure that standards of care and discipline are carried out in accordance with the terms of this contract and the Utah Correctional Standards, which were developed by UDC in partnership with the Utah Sheriff's Association. Utah Correctional Standards as published on the UDC website.

COUNTY acknowledges IPP assists in inmate management. Space and/or accommodations in order to complete such tasks will be provided to IPP by COUNTY at its facilities.

7. Utah Correctional Standards: COUNTY shall comply with the Utah Correctional Standards, which are incorporated herein and published on the UDC website. In the event that COUNTY is notified by UDC of a deficiency of these Standards, COUNTY shall have ten (10) working days from the day COUNTY is notified to submit a Challenge or Corrective Action Plan to the UDC Contract Monitor Deputy Warden. Consequences for non-compliance and a process whereby COUNTY can challenge UDC's determination are set forth in Attachment D Contract Monitor Process.

COUNTY shall be given 30 days notice prior to the effective date of implementation of any revisions or additions to the Utah Correctional Standards.

At UDC's discretion, COUNTY may be required to upload to the Accreditation, Audit and Management Security System (AARMS) documentation to show compliance with individual Utah Correctional Standards. Open records requests received by UDC for jail records uploaded in AARMS will be denied pursuant to the Utah Government Records Access and Management Act, 63G-2-101, et seq. (GRAMA), and the requestor will be informed the records need to be requested from the COUNTY.

8. Training/Staffing: Without exception only officers who are certified as correctional officers by Peace Officer Standards and Training (hereinafter "POST") shall provide supervision of state inmates at COUNTY's jail. COUNTY shall provide an adequate number of POST certified correctional officers to provide security for state inmates and to meet the Utah Correctional Standards. Training records shall be accessible to UDC upon request.

9. Emergency Training/Drills: Upon request, COUNTY shall provide UDC with documentation of any and all emergency training and drills provided to correctional officers at COUNTY's jail.

10. Fire and Life Safety: COUNTY shall comply with all local, state, and federal building, fire, and life safety codes, regulations, and standards adopted by the State of Utah.

11. Housing: COUNTY shall provide state inmates with all the necessary hygiene items, food, bedding, exercise and recreational opportunities, shelter, and security required by the Utah Correctional Standards and applicable State and Federal law.

12. Custodial Management: COUNTY will safeguard the basic rights of inmates through the utilization of written policies and procedures governing the jail operation and management of inmates that are consistent with the Utah Correctional Standards and applicable State and Federal law. The day-to-day custodial management of state inmates shall be within the discretion of COUNTY's Sheriff, and state inmates shall be subject to COUNTY's operational policies and procedures. These policies shall be reviewed consistent with the Utah Correctional Standards governing periodic review and revision of policies and procedures by COUNTY administration and updated as needed. All jail policies and procedures shall be made available to all of COUNTY's jail employees. COUNTY's current policies and procedures shall be accessible to the UDC Contract Monitor.

13. Investigations: UDC investigators shall be made available to assist COUNTY with investigations involving state inmates housed in COUNTY's jail. COUNTY may perform investigations of state inmates in COUNTY's jail as deemed necessary by COUNTY's Sheriff and the IPP Director or his or her designee. At the conclusion of any investigation involving a state inmate performed by COUNTY personnel, COUNTY shall forward a copy of the final investigative report or similar documentation to the IPP Director within five (5) working days of the completion of the final report.

14. Selection and Return of Inmates: The IPP Director shall be initially responsible for designating which state inmates shall be housed in COUNTY's jail; nevertheless, COUNTY's Sheriff or his or her designee shall have limited authority to exclude any state inmate from COUNTY's jail. This power of exclusion includes incoming state inmates as well as state inmates already housed at COUNTY's jail. Whenever a state inmate is removed from COUNTY's jail at COUNTY's request, COUNTY shall provide the IPP Director with written documentation/disciplinaries stating the reason(s) for requesting the state inmate's removal prior to their removal.

If COUNTY requests the immediate removal of a state inmate from COUNTY's jail, the COUNTY shall provide a verbal explanation of the reason for the request (e.g., safety, misconduct). COUNTY shall thereafter forward written documentation/disciplinaries, within seventy-two (72) hours of transport, stating the reason(s) for the state inmate's removal.

15. Inmate Information: UDC shall provide COUNTY with limited access to the O-TRACK computer database. UDC shall provide O-TRACK individual logins for data entry purposes for COUNTY staff approved by UDC. O-TRACK contains information that is classified as PRIVATE, PROTECTED and/or CONTROLLED pursuant to the Government Records Access and Management Act, Utah Code Annotated § 63G-2-101, et seq. COUNTY is subject to the same restrictions on disclosure of these records as UDC. Failure to comply with these restrictions may be a violation of criminal law, pursuant to Utah Code Annotated § 63G-2-801. COUNTY shall ensure that access to O-TRACK and its information is limited to trained and authorized personnel. COUNTY shall ensure IPP is notified of staff assignment changes when the change in assignment affects O-TRACK access.

16. Inmate Classification: State inmates shall be housed at the COUNTY's jail in accordance with their respective classification level of custody, as governed by the most current version of UDC's Inmate Classification Policy. Classification level for state inmates will be assigned by UDC and will only be changed by UDC. The behavioral categories portion of UDC's Classification policy shall not be used in the housing of state inmates in the jail. Housing for state inmates may be more restrictive with written justification. Housing for state inmates shall never be less restrictive than the inmate's classification level. All male and female inmates shall be kept apart and housed separately.

17. Inmate Transportation: UDC shall generally be responsible for transporting state inmates to and from the COUNTY's jail at UDC's expense. UDC shall be allowed a minimum of three (3) working days to make transportation arrangements for state inmates. In the event that COUNTY provides transportation services for state inmates, COUNTY is required to have two certified officers complete the transport. COUNTY shall be reimbursed upon submission of costs on the next monthly billing statement submitted to the IPP Director, for transport officers' costs and will be reimbursed per trip for such transportation at the then prevailing rate for state employees using their privately-owned vehicles on state business. Admissions of state inmates to COUNTY's jail will be allowed Monday through Friday from 0600 to 2000 hours. Exceptions may be arranged by mutual agreement of both UDC and COUNTY.

18. Holding Cells: COUNTY shall not house state inmates in holding cells. When COUNTY uses a holding cell to temporarily hold a state inmate, the inmate shall be held in the holding cell for not more than eight (8) consecutive hours.

19. Medical Assistance: COUNTY shall provide state inmates housed in COUNTY's jail with adequate medical care, including optical and dental services, in compliance with the Utah Correctional Standards and applicable State and Federal law; all resulting expenses shall be recorded using Current Procedural Technology (CPT) and paid by COUNTY to assure the billing is paid under the requirements set by the Legislature. UDC will reimburse COUNTY for UDC approved medical care expenses paid for state inmates, unless the need for such medical care was caused by conditions at COUNTY'S jail. If payment of any billing becomes a hardship for COUNTY, COUNTY may make a written request to the UDC Medical Director for payment to be made directly to the provider.

To be reimbursed for such medical care expenses paid for state inmates, COUNTY shall bill UDC in accordance with Paragraph 2 of this Attachment C. Bills submitted by COUNTY for reimbursement of medical expenses paid for state inmates shall include the billing statement received by COUNTY from the medical care provider and verification of payment of this expense by COUNTY. Requests for reimbursement for medical services rendered to state inmates on or before June 30th of current given fiscal year should be billed to UDC on or before July 15th of the following fiscal year. If COUNTY is unable to provide the proper documentation for a request for reimbursement by July 15th the COUNTY shall provide a reliable estimate.

COUNTY must obtain approval for all medical/mental health/dental procedures performed on state inmates housed at COUNTY's jail in advance from the UDC Medical Director or his or her designee, who can be reached by calling (801) 576-7292. Notwithstanding the foregoing, emergency treatment shall be provided by COUNTY without the need to obtain prior consent from UDC. COUNTY shall notify Control One at the Utah State Prison of any state inmate emergency medical incidents as soon as reasonably possible.

In the event a state inmate is transported for treatment on an emergency basis and/or claiming or exhibiting suicidal tendencies COUNTY shall notify UDC Medical by calling (801) 576-7292 in accordance with the Utah Correctional Standards.

COUNTY may collect medical co-pays for state inmates seeing COUNTY medical staff as per their policies and procedures, so long as said policy and procedures are consistent with Utah Code Annotated § 64-13-30. The billing and collection of state medical co-pay services provided to state inmates housed at COUNTY's facilities will be maintained and managed by UDC. The COUNTY will not be required to track or collect on state medical co-pay services.

Notwithstanding Paragraph 17, COUNTY shall provide any required transportation and security for state inmates being treated at local medical facilities. COUNTY is required to have two certified officers complete the transport and provide security. COUNTY shall be reimbursed for the costs of this required transportation upon submission of those costs on the next monthly billing statement submitted to the IPP Director in accordance with Paragraph 2 of this Attachment C, and will be reimbursed for such transportation at the then-prevailing rate for state employees using their privately-owned vehicles on state business. COUNTY may request to be reimbursed for providing security for state inmates being treated at local medical facilities.

20. Inmate Property: All state inmate property for state inmates arriving at COUNTY's jail shall be inventoried by the sending facility. All state inmate property for state inmates leaving COUNTY's jail shall be inventoried by COUNTY. State inmates transferring to or from COUNTY's jail shall only possess property that is permitted under the UDC/IPP transportation property matrix. UDC transportation officers shall only transport a state inmate's property that complies with the UDC/IPP transportation property matrix. All other property shall be sent out or disposed of by the state inmate while housed at the sending facility.

COUNTY shall establish a list of acceptable items a state inmate may have in his or her possession while housed at the COUNTY jail, which is consistent with the Utah Correctional Standards and applicable State and Federal law. The list shall be included in the jail's policy and procedures. COUNTY should consider anything not on this list as contraband.

21. Inmate Orientation: COUNTY shall provide and document an orientation to state inmates upon their arrival at COUNTY's jail. At a minimum, the orientation shall provide state inmates with sufficient information to allow them to address safety issues, PREA concerns, medical issues, legal issues, grievances, religious issues, ADA issues and mail access.

22. Inmate Funds: COUNTY shall ensure that any state inmate funds shall be directly managed by the COUNTY. When a state inmate is transferred or released from COUNTY jail it is the responsibility of COUNTY to forward the state inmate's funds to the state inmate's new location within fourteen (14) days of transfer or release. Electronic transfer of funds shall be set up between COUNTY and UDC. To use electronic transfer of funds COUNTY must contact the UDC Finance Bureau at (801) 545-5541 to set up and finalize. If COUNTY determines electronic transfer of funds is prohibited by COUNTY Treasurer process then notice shall be submitted in writing, on official letterhead, to the IPP Director stating such. See Exhibit "1" to Attachment C of the Contract for specific terms and conditions relating to electronic transfer of funds.

23. Legal Assistance: COUNTY shall provide adequate and reasonable access to courts and legal counsel in compliance with the Utah Correctional Standards and applicable State and Federal laws.

COUNTY shall make request forms available for state inmates to use in requesting UDC Contract Attorney services and facilitate the request for such services by scanning and emailing or faxing the request to the designated UDC Contract Attorney and IPP contact within 24 hours of receipt. IPP shall keep COUNTY informed on all email addresses and fax numbers for such. COUNTY shall allow the UDC Contract Attorney access to state inmates following COUNTY's policy and procedure for attorney visits. COUNTY shall facilitate confidential phone calls between state inmates and their legal counsel, including the Contract Attorney, when such communications are protected by the attorney-client privilege.

24. Prison Rape Elimination Act: COUNTY shall adopt and implement written policies and procedures in accordance with the Federal Prison Rape Elimination Act (PREA). COUNTY shall post UDC PREA information where it is readily accessible to state inmates. In the event of a PREA incident involving a state inmate, COUNTY shall notify the IPP Director at the Utah State Prison within one (1) hour of the COUNTY becoming aware of the incident.

25. Clothing: If COUNTY's jail provides inmate clothing to its inmates, COUNTY shall issue inmate clothing to all state inmates upon arrival at COUNTY's jail. If COUNTY's jail does not provide inmate clothing to its inmates, UDC will issue UDC inmate clothing to state inmates housed at COUNTY's jail. COUNTY and UDC issued clothing shall be clearly marked as inmate clothing. State inmates shall not be allowed outerwear unless the outerwear is COUNTY jail or UDC issue and marked clearly as inmate clothing. No unauthorized civilian clothing shall be worn by state inmates.

26. Haircuts: COUNTY shall provide haircuts for the state inmates housed in COUNTY's jail without UDC reimbursement of costs. COUNTY may collect co-pay from state inmates at a rate of no more than \$2.00 per haircut.

27. Inmate Disciplinary Requirements: COUNTY shall use UDC's disciplinary charge codes for state inmates and document major disciplinary infractions in O-TRACK. UDC shall train COUNTY staff on O-TRACK for the purpose of data entry. Once trained and approved, COUNTY staff will be granted an individual O-TRACK login for the purpose of data entry. The COUNTY shall be given fourteen (14) days to serve and enter the initial disciplinary infraction report into O-TRACK. The COUNTY shall be given a total of forty-five (45) days for completion of a disciplinary infraction (i.e. entry of the initial disciplinary infraction, service, hearing and disposition of the infraction to include final entry of the disposition into O-TRACK.)

If COUNTY determines it does not have sufficient staff resources for data entry, then COUNTY is required to provide the facility designated IPP staff member the disciplinary information within 24 hours of the incident for data entry into O-TRACK.

28. Programs/Classes: COUNTY shall be responsible for costs of programming unless an alternative written agreement has been reached with UDC. Programs, which are offered to county inmates, shall also be made available to state inmates housed at the COUNTY's jail. COUNTY shall have written policy and procedure to ensure that programming requirements are met and to ensure equal access for state and county inmates.

For the purpose of this contract Programs shall be considered any UDC approved paid program which shall be reimbursed in accordance with Utah Code Annotated § 64-13e-103. All others shall be considered classes. Enrollment and transitions for COUNTY's programs shall be processed as instructed by IPP. Prior to and in order for monthly billings to be processed for payment all required program enrollment and transition paperwork shall be processed as instructed by the 10th of each month. The day the state inmate is enrolled in the program shall be considered a full day for purposes of calculating payment due to COUNTY under this contract. COUNTY shall be paid for the last day of participation in the program unless the state inmate is moved from COUNTY's jail on their last day of the program.

Classes offered at COUNTY's jail shall be entered into O-TRACK. At the beginning of each class, enrollments shall be entered into O-TRACK by COUNTY for each state inmate enrolled. If at any time a state inmate is completed, dropped or transferred from a class, an exit reason and end date shall be entered into O-TRACK by COUNTY. At the end of the class an exit reason and end date shall be entered for each state inmate who attended.

If COUNTY does not have trained staff for the purpose of data entry into O-TRACK, UDC may train COUNTY staff. Once trained and approved, COUNTY staff will be granted an individual O-TRACK login for the purpose of data entry. If COUNTY determines it does not have sufficient staff resources for data entry, then COUNTY will submit to the facility designated IPP staff member monthly reports showing enrollments, transfers, drops, completions, end dates and exit reasons.

29. Inmate Workers: COUNTY shall provide to the IPP Director a security plan, by April 30th annually, for Work Eligibility Class A and/or Class B work crews already approved and in existence. COUNTY shall obtain approval from the IPP Director before working any state inmate. A work eligibility listing, showing approved Class A and/or Class B state inmates, will be made available to the COUNTY through the IPP staff.

For newly created and proposed work crews COUNTY shall submit to the IPP Director a Security Plan for off property state inmate work crews for approval and determination of supervision ratio before work crews with state inmates are taken off property.

COUNTY shall provide and document training on the use of proper protective equipment and provide properly working tools for the state inmate workers.

COUNTY, upon approval, may allow a Class B state inmate to leave the jail building, but not the jail's property to work, under direct supervision, line of sight, of certified staff with a supervision ratio approved by UDC.

COUNTY, upon approval, may allow a Class A state inmate to leave the jail and secure perimeter on a work crew with the direct supervision of certified staff with a supervision ratio approved by UDC.

COUNTY shall enter work assignments for state inmates into O-TRACK. When a state inmate leaves that assignment for any reason, an exit reason, and end date shall be entered into O-TRACK by COUNTY.

UDC may train COUNTY staff on O-TRACK for the purpose of data entry. Once trained and approved, COUNTY staff will be granted an individual O-TRACK login for the purpose of data

entry. If COUNTY determines it does not have sufficient staff resources for data entry, COUNTY will submit to the facility designated IPP staff member, by the 10th of each month, monthly reports showing transfers, firings, exit reason and end dates.

30. Grievances: Grievances on COUNTY issues shall be responded to by COUNTY in accordance with COUNTY policies and procedures. Any and all grievances on COUNTY issues shall be accessible for review by UDC Representatives. Grievances on state issues shall be forwarded to 14717 S. Minuteman Drive Draper, Utah 84020, within fifteen (15) working days.

31. Religious Access: COUNTY shall provide access to religious exercise in accordance with the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) and other applicable State and Federal laws.

32. Home Visits/Funeral Leave: COUNTY shall not allow home visits or funeral leave for state inmates.

33. Inmate Release: COUNTY shall not release a state inmate into the community without prior consultation with and written consent of the IPP Director/designee. When releasing a state inmate authorized for release from the COUNTY, either for parole or termination of sentence, the releasing officer shall positively identify the inmate before releasing him or her. COUNTY shall release inmates in civilian clothing.

34. Inmate Visiting: COUNTY's jail shall follow its policies and procedures regarding barrier and video visits, subject to the following conditions: Visitation policies and procedures shall be in compliance with the Utah Correctional Standards and applicable State and Federal law; only one single adult visitor of the opposite gender shall be permitted to visit one single state inmate at any given time, except for members of the inmate's immediate family; all married opposite gender visitors, except for an inmate's spouse, child, parent, sibling, half-sibling, grandparent, or grandchild, shall be accompanied by visitor's spouse, inmate's spouse and/or inmate's parent(s); minor visitors to state inmates shall be accompanied by their parent or legal guardian while visiting; victims of a state inmate who wish to visit must be reviewed and approved by the IPP Director and/or his or her designee prior to visiting; state inmates with a history of sexual misconduct against a minor shall not visit the victim of the inmate's crime nor with any minor that is not a member of the inmate's immediate family without approval of the IPP Director and/or his or her designee.

All court orders regarding victim contact and contact with minors shall be followed and take precedence over other provisions of this paragraph.

35. Inmate Counts: COUNTY shall conduct a minimum of two (2) full "positive identification" counts per day for all state inmates. "Positive Identification" count is defined as a count during which the inmate is in full view of the officer performing the count and where the officer uses a picture identification system for positive inmate verification. Positive Identification counts shall be conducted at a minimum of eight (8) hours apart. Counts shall be documented and documents maintained in accordance with jail policy and procedure or Utah Correctional Standards. A count of all state inmates at the county shall be called and/or faxed to Control One at the Utah State Prison once per day, seven days per week between 1700 and 2000 hours.

36. Restraint Chair: COUNTY shall not restrain state inmates in restraint chairs.

37. Strip Search: COUNTY shall not conduct cross gender strip searches of state inmates.

38. Digital Body – Cavity Searches: COUNTY shall not conduct digital body cavity searches on state inmates without UDC's consent. Authorization from UDC for digital body cavity searches can be obtained from Control One at the Utah State Prison.

39. Media Requests: Permission shall be obtained from the UDC PIO, who can be reached at (801) 560-7608, prior to facilitating official media visitation for state inmates housed at COUNTY.

COUNTY shall notify the IPP Director of all media requests involving state inmates.

40. Waiver: The failure of either party to exercise any remedy or right under this contract or to require performance of any of the terms, covenants, or provisions of this contract by the other party shall not constitute a waiver of any of the rights under the contract.

41. Conflict of Terms: In the event that there is a conflict between the terms of the Utah Correctional Standards and the terms of this Attachment C, the terms of this Attachment C shall govern.

-----END OF ATTACHMENT C-----